

**Membership and Services Agreement  
Glendale Chamber of Commerce**

THIS AGREEMENT is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and the Glendale Chamber of Commerce, an Arizona corporation, authorized to do business in Arizona, ("Chamber"), as of the 1<sup>st</sup> day of July, 2021 ("Effective Date").

RECITALS

- A. The City acknowledges that the Chamber plays an important role in enhancing the image and prosperity of the community through its many activities; and
- B. The City recognizes the Chamber represents the business community, particularly the small business community of Glendale; and
- C. The City understands the value of being a member of the Glendale Chamber of Commerce and wishes to remain a member through this Agreement; and
- D. Both the City and the Chamber mutually agree the Chamber has the unique skills and resources necessary to assist the City in accomplishing its goal of projecting a positive business image of Glendale; and
- E. The Chamber agrees to provide services and perform activities which are not within the normal and customary activities performed by the Chamber as detailed below.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

- 1. **Fees.** For the period beginning July 1, 2021 to June 30, 2024, the City agrees to pay the Chamber of Commerce \$20,000 per annum for general membership, membership in the Chairman's Circle as referenced in **Exhibit A**, and other services and activities the Chamber agrees to perform pursuant to Section 2 of this Agreement.
- 2. **Chamber Activities and Support Services.** The Chamber shall provide the City with general support services and perform activities designed to assist the City in maintaining a positive business image. The specific services and activities which the Chamber shall perform are subject to prior approval by the City Manager or designee.
  - 2.1 Activities. The specific services and activities which the Chamber shall perform shall include, but shall not be limited to the following:
    - a. Co-host a minimum of two (2) events per annum with the Office of Economic Development for the purpose of business appreciation, attraction, or retention.
    - b. Work cooperatively with the Office of Economic Development and City Management to support Glendale businesses in need of locational assistance and resources.

- c. Participate with the City in a comprehensive, city-wide Business Retention and Expansion program. The Chamber's participation will include personal visitations to companies with or without the representation from the Office of Economic Development. The Chamber will use its resources and expertise to assist in resolving issues a company may have related to its business operations.
- d. The Chamber will make available to the City, at no cost to the City, Chamber-produced marketing materials to assist in attracting and retaining companies to Glendale.
- e. The Chamber will make available no less than eight (8) full pages in the Glendale Living Magazine for city use.
- f. The Chamber and the City will jointly partner on an annual business expo for local businesses.
- g. The Chamber will host events and invite representatives from the City to participate in making presentations to Chamber groups, such as periodic Business Roundtables.
- h. The Chamber agrees to distribute electronically the City's Office of Economic Development marketing materials to their general membership as requested by the Office of Economic Development.
- i. The Chamber agrees to provide a complimentary one-year membership to graduates of the Arizona State University Startup School taught by staff from the City's Office of Economic Development.
- j. The Chamber will provide a forum for the Mayor's State of the City address annually to the Chamber's membership and invited guests.
- k. The Chamber will refer any inquiries it receives from businesses interested in locating or expanding in Glendale to the City's Office of Economic Development.
- l. The Chamber will maintain a close relationship with the City through the Office of Economic Development, and at its own expense, the Chamber will promote Glendale attractions and events, particularly City Signature events and special events such as the Super Bowl, Fiesta Bowl and other significant tourism and/or national events.
- m. The Chamber will maintain a close working relationship with the City Inter-Governmental Programs Department to foster and support legislation mutually beneficial to the business community and the City.

2.2 Additional Services and Activities. Either party may, at any time, suggest other services and activities to be performed by the Chamber under this Agreement. City and Chamber agree to deal in good faith when negotiating which specific additional activities and services the Chamber shall perform.

3. **Relationships of Parties.** Chamber shall be an independent contractor under this Agreement. This Agreement is not intended by either party to create, or give rise to, a joint venture, partnership, employer-employee relationship or formal business association between the parties.

4. **Term.** The term of this Agreement commences upon the effective date and continues for a 3 (three) year period.
5. **Termination.** Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party. Should the Chamber terminate this Agreement prior to expiration of the term set forth in section 4, a pro rata refund of the City payment shall be made by the Chamber to the City within 30 days of termination.
6. **Reporting.** No later than 1<sup>st</sup> of May each year, the Chamber agrees to provide City with an annual report detailing the services provided pursuant to this Agreement, along with its annual IRS Form 990, for preceding calendar year.

7. **Compensation and Payment.**

7.1 Compensation. Chamber's compensation for this agreement will be in the amount of Twenty Thousand dollars (\$20,000) annually, pursuant to the terms of this Agreement.

7.2 Payment. Payment will be made by the City in two (2) \$10,000 payments. The first payment will be made during the first quarter of the City's fiscal year (July 1 - September 30). The second payment will be made during the fourth quarter of the City's fiscal year (April 1 - June 30) and shall be conditioned upon receipt of the Chamber's annual report and IRS Form 990, as required pursuant to section 6. The City has sole discretion of when to make the payment during the designated quarters.

8. **Notices.** Communications and notifications regarding this Agreement and performance of its terms by the parties shall be made as follows:

Chamber.                      President  
    Glendale Chamber of Commerce  
    Bank of America Building  
    5800 West Glenn Avenue, Suite 275  
    Glendale, Arizona 85301

City.                              City of Glendale  
    Economic Development Director  
    Office of Economic Development  
    5850 W Glendale Avenue, Ste 217  
    Glendale, Arizona 85301

With required copy to:

City Manager  
 City of Glendale  
 5850 West Glendale Avenue  
 Glendale, Arizona 85301

City Attorney  
 City of Glendale  
 5850 West Glendale Avenue  
 Glendale, Arizona 85301

9. **Assignment.** This Agreement and any amounts receivable hereunder shall not be assignable except with the written consent of the parties.

10. **Non-Discrimination.** Chamber must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Chamber will require any Subcontractor to be bound to the same requirements as stated within this section. Chamber, and on behalf of any subcontractors, warrants compliance with this section.
11. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Chamber warrants its compliance and that of its Subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Chamber or Subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Chamber and Subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The Chamber and Subcontractor shall cooperate with the City's random inspections, including granting the City entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.
12. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
13. **Conflicts.** This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.
14. **Exhibits.** The following exhibit, with reference to the term in which it is first referenced, is incorporated by this reference.

Exhibit A Chairman's Circle Member Benefits

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties enter into this Agreement effective as of the date shown above.

City of Glendale,  
an Arizona municipal corporation

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By: Kevin R. Phelps  
Its: City Manager

ATTEST:

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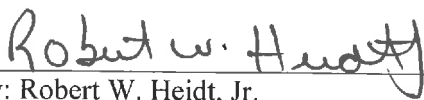
Julie K. Bower  
City Clerk (SEAL)

APPROVED AS TO FORM:

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Michael D. Bailey  
City Attorney

Glendale Chamber of Commerce  
an Arizona corporation

  
By: Robert W. Heidt, Jr.  
Its: President & CEO



### **Chairman's Circle Member Benefits:**

- Enhances visibility on the Chamber's website (homepage) with a logo and link to your company website
- Priority seating at Chamber events and programs
- Convenience of a one-time, all inclusive transaction on level of investment for dues, events and sponsorships
- Representation at all events with shared Chairman's Circle Investor signage
- Representation at Chamber office on shared Chairman's Circle Investor signage
- Shared full page ad in the Chamber's magazine acknowledging your support
- 5% discount off advertising in Chamber's quarterly magazine on advertising
- Includes all other membership benefits and perks (see below)
- Special framed certificate of appreciation to hang in your lobby or place of business
- Ability to participate in the "Voices of the Chamber" marketing campaign
- Recognition at the following events as a sponsor – (sponsors logo included on all promotional pieces):
  - Annual Dinner & State of the City (includes the a table of eight or ten for Mayor's Office with seating determined by the Mayor, 2 seats for each city councilmember for them and a guest, four seats for the city managers office)
  - Luke Shoot Out Golf Tournament (includes foursome)
  - Business Expo (includes display table(s))
  - Annual Auction Gala (includes 2 seats for the Mayor & a guest and each city councilmember and a guest – 14 total seats)
  - Scholarship Golf Tournament (includes foursome)
- Ability to insert an item/flyer into the Luke Air Force Welcome bags and relocation packets mailed out
- Recognition in 'Chamber at a Glance', bi-weekly Chamber email with logo and link

### **General Member Benefits**

- Proud Member window decal with Chamber logo for display
- Representation in Glendale and the West Valley
- Ribbon cuttings for a groundbreaking, grand opening, milestone or anniversary for your business

- Business Building and Networking opportunities
- Customer and visitor referrals and assistance
- Member pricing for Chamber events, programs and publications
- Custom sponsorship and advertising packages with the Chamber
- Volunteer opportunities including various committees
- Free notary service for Chamber members
- Over 100 Events and Programs
- Complimentary attendance to all Business After Hours
- Certificates of Origin
- Free use of conference room (based on availability)
- Chamber team focused on local economic development, community, business retention and expansion
- All members receive one free listing under their primary category in the Glendale Chamber Magazine
- Display area in the Chamber lobby for brochures, business cards, and event calendars
- Chamber Anniversary recognized in "The Pulse", a monthly newsletter published by the Glendale Star
- Company profile page in Online Directory, providing 24/7 access to your customers
- Free additional category listings on Chamber online directory
- Subscription to Bi-Weekly Chamber At-A-Glance newsletter
- Company announcements on Chamber website
- Post events to our online Community Events Calendar
- Access to create and distribute online coupons exclusively for Chamber members
- Up to 25% off a Constant Contact membership
- Free Prescription Drug Savings Card
- Receive up to 60% savings through the Office Depot Program
- Savings program thru Staples exclusive for members
- Discounts on tuition with GCU
- Member-to-Member Savings Connections Program